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December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT NO.
H-700127 WITH UNIVERSITY CHILDREN'S MEDICAL GROUP
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to County Agreement No. H-700127, substantially similar to Exhibit I, with University Children's Medical Group to extend the agreement for an additional six months, effective January 1, 2007 through June 30, 2007, for the continued provision of interpreter sleep study services for pediatric patients, in the amount of \$6,975, 100% net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Department of Health Services (Department) to extend the existing Agreement for six months for the provision of sleep disorder interpreter studies for pediatric patients at Harbor/UCLA Medical Center (Harbor/UCLA) who are suspected/diagnosed with sleep disorders pending a new solicitation process.

FISCAL IMPACT/FINANCING:

The total funding for the continuation of sleep disorder interpreter studies for the six-month extension period is \$6,975. Funding is included in the Fiscal Year 2006-07 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved delegated authority to the Director of Health Services, or his designee, to enter into new agreements with various service providers for critical services previously obtained through a purchase

order process, effective July 1, 2003 through December 31, 2003. The agreement with University Children's Medical Group was included among the contracts executed.

On subsequent occasions, the Board approved amendments (Nos. 1-2) for the continued provision of interpreter sleep disorder studies for pediatric patients at Harbor/UCLA.

On December 13, 2005, the Board approved Amendment No. 3 to County Agreement No. H-700127. Amendment No. 3 provided for a 12-month extension, effective January 1, 2006 through December 31, 2006, for a total net County cost of \$13,950.

The study of pediatric sleep apnea continues to be an ongoing need at Harbor/UCLA. The Department has determined that program needs are long term and Harbor/UCLA does not have personnel qualified in the area of pediatric sleep apnea with the technical knowledge to interpret sleep study data.

The Department intends to release a Request for Qualification to prospective service providers for the provision of interpreter sleep disorder studies during the extension period.

County Counsel has approved Exhibit I as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

The existing Agreement was previously awarded on a sole source basis. University Children's Medical Group has been providing services that have been unique to Harbor/UCLA and have met the Department's needs. However, the Department is aware that there are several potential providers of sleep disorder interpreter services in the Southern California area and intends to conduct a solicitation process early next year.

The Department previously indicated its intent to release the solicitation during the prior extension period, but because of staff turnover, was unable to do so.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended action will provide for the continuation of pediatric interpreter sleep disorder study services at Harbor/UCLA without interruption during the extension period.

The Honorable Board of Services
December 5, 2006
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:gh

Amend4_University CMC.gh.wpd

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Sleep disorder interpreter studies for patient at Harbor/UCLA.

2. NAME AND ADDRESS OF CONTACT PERSON:

University Children's Medical Group
6430 Sunset Boulevard, Suite 600
Los Angeles, California 90028
Attention: Dave J. Baker, Contract Manager
Telephone: (323) 669-4671

3. TERM OF AGREEMENT:

The term of the amendment will be effective January 1, 2007 through June 30, 2007.

4. FINANCIAL INFORMATION:

The total funding for the continuation of interpreter sleep studies for the six month period is \$6,975. Funding is included in the Fiscal Year 2006-07 Final Budget.

5. DESIGNATED ACCOUNTABLE FOR MONITORING AND EVALUATION:

Miguel de los Reyes, Director, Contract Administration, Harbor/UCLA Medical Center

6. APPROVALS:

Harbor/UCLA Medical Center Tecla Mickoseff, Chief Executive Officer

Contracts and Grants: Cara O'Neill, Chief

County Counsel: Elizabeth J. Friedman, Senior Deputy

EXHIBIT I

Contract No. H-700127-4

INTERPRETER SLEEP STUDY SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006

by and between COUNTY OF LOS ANGELES (hereafter
"County").

and UNIVERSITY CHILDREN'S MEDICAL GROUP
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "INTERPRETER SLEEP STUDY SERVICES AGREEMENT", dated
June 17, 2003, and further identified as County Agreement No.
H-700127, and any amendments thereto (all hereafter referred to
as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term six months or to June 30, 2007 and
make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2007.

2. The first paragraph of Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on January 1, 2007, and shall continue in full force and effect to and including June 30, 2007."

3. Subparagraph A of Paragraph 2, DESCRIPTION OF SERVICES, of the Agreement shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit "A-4", "Statement of Work", attached hereto and incorporated herein by reference."

4. Subparagraph C of Paragraph 4, BILLING AND PAYMENT, of the Agreement shall be revised to read as follows:

"C. Payment by County hereunder shall be made within thirty (30) days after receipt of a billing statement which is deemed to be complete and correct by DHS' Medical Facility Materials Manager, and/or the County's Auditor-Controller, or his/her duly authorized representative, and in accordance with Schedule A-4, Paragraph 4, PAYMENT, hereinbelow."

5. Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, of the Agreement shall be revised to read as follows:

"5. MAXIMUM OBLIGATION OF COUNTY: During the period of January 1, 2007 through June 30, 2007, the maximum obligation of

County for all services provided hereunder to the Harbor-UCLA Medical Center shall not exceed Six Thousand, Nine Hundred Seventy-Five (\$6,975).

6. That Paragraph 43, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to the ADDITIONAL PROVISIONS as follows:

"37. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for the payment of any monies, or reimbursements of any kind whatsoever, for any service provided by Contractor after the expiration of (other) termination of this Agreement, even if Contractor's provision of such services were requested by County directly. Should Contractor receive any such payment, it shall immediately notify County and shall repay or return all such funds or reimbursements to County within a reasonable amount of time. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or (other) termination of this Agreement.

7. As of January 1, 2007, Exhibit A-4 and Schedule A-4 shall supersede and replace Exhibit A-3 and Schedule A-3, respectively.

8. Except for the changes set forth herein above,
Agreement shall not be changed in any other respect by this
Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer
UNIVERSITY CHILDREN'S MEDICAL GROUP
Contractor

By _____
Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMND:092906.gh
gh:10/16/06

SCHEDULE A-4

UNIVERSITY CHILDREN'S MEDICAL GROUP

FEE SCHEDULE

JANUARY 1, 2007 THROUGH JUNE 30, 2007

Semi-Annual Amount (\$150 per hour/approx. 43 hours)	\$6,450
Contingency Amount (\$150 per hour/approx. 3.5 hours)	<u>\$ 525</u>
MAXIMUM OBLIGATION	\$6,975

UNIVERSITY CHILDREN'S MEDICAL GROUP
STATEMENT OF WORK

INTERPRETER SLEEP DISORDER STUDY SERVICES AGREEMENT
January 1, 2007 through June 30, 2007

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of interpreter sleep study services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular phone), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling,

and staffing hours needed to properly provide interpreter sleep study services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of

Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide interpretation of pediatric sleep studies for the evaluation of sleep breathing. Contractor shall read and interpret pediatric polysomnograms performed for the evaluation of sleep breathing.

Contractor shall provide analysis for sleep staging and identification of abnormal respiratory events during sleep. Contractor staff shall be qualified in the area of pediatric apnea to interpret and diagnose any sleep difficulties that lead to treatment of serious problems such as non-breathing spells.

4. PERSONS TO BE SERVED: Pediatric patients in the Coastal region of Los Angeles County.

5. COMPENSATION: County agrees to compensate Contractor for services performed at an hourly rate of \$150.00 for up to four hours per week.

6. PAYMENT: As noted in the body of the Agreement (i.e., Paragraph 4., Billing and Payment, of the Agreement body), the fee received for interpreter sleep study services, effective January 1, 2007 through June 30, 2007, shall be described in

Schedule A-4, attached hereto.

In any event, County will reimburse Contractor for interpreter sleep study services rendered in the performance of Contractor's services described in this Agreement as specifically invoiced with Contractor's bill. Contractor's bill shall indicate an all-inclusive rate. Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for the deficient work.

7. SERVICE DELIVERY SITE: Contractor shall provide services hereunder located at: Harbor-UCLA Medical Center, St. John Cardiovascular Research Institute Building, 1000 West Carson Street, Torrance, CA 90502.

8. CONTRACTOR'S SUBCONTRACT/CONSULTANTS REQUIREMENTS: Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement.

Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontract and/or consultant services.

9. REPORTS: Results of analyses completed shall be typed and returned to the referring physician within 3 weeks from completion of the sleep study.

10. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test), and is able to perform the assigned duties.

11. BLOOD BORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Agency ("OSHA") Blood Borne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

